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EXPERIAN INFORMATION SOLUTIONS, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SHAWN MILLIGAN,  
Plaintiff,

v.

EXPERIAN INFORMATION  
SOLUTIONS, INC, *et al*,  
Defendants.

Case No. 2:22-cv-06458-DMG-PD

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and

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<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Patricia Donahue's Procedures.

1 that the protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment under the  
3 applicable legal principles.

4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, commercial, financial, technical  
6 and/or proprietary information for which special protection from public disclosure  
7 and from use for any purpose other than prosecution of this action is warranted. Such  
8 confidential and proprietary materials and information consist of, among other  
9 things, confidential business or financial information, information regarding  
10 confidential business practices, or other confidential research, development, or  
11 commercial information (including information implicating privacy rights of third  
12 parties), information otherwise generally unavailable to the public, or which may be  
13 privileged or otherwise protected from disclosure under state or federal statutes,  
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
15 information, to facilitate the prompt resolution of disputes over confidentiality of  
16 discovery materials, to adequately protect information the parties are entitled to keep  
17 confidential, to ensure that the parties are permitted reasonable necessary uses of  
18 such material in preparation for and in the conduct of trial, to address their handling  
19 at the end of the litigation, and serve the ends of justice, a protective order for such  
20 information is justified in this matter. It is the intent of the parties that information  
21 will not be designated as confidential for tactical reasons and that nothing be so  
22 designated without a good faith belief that it has been maintained in a confidential,  
23 non-public manner, and there is good cause why it should not be part of the public  
24 record of this case.

25 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

26 The parties further acknowledge, as set forth in Section 12.3, below, that this  
27 Stipulated Protective Order does not entitle them to file confidential information  
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1 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
2 the standards that will be applied when a party seeks permission from the court to  
3 file material under seal.

4 There is a strong presumption that the public has a right of access to judicial  
5 proceedings and records in civil cases. In connection with non-dispositive motions,  
6 good cause must be shown to support a filing under seal. See Kamakana v. City and  
7 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
8 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,  
9 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
10 good cause showing), and a specific showing of good cause or compelling reasons  
11 with proper evidentiary support and legal justification, must be made with respect to  
12 Protected Material that a party seeks to file under seal. The parties' mere designation  
13 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
14 submission of competent evidence by declaration, establishing that the material  
15 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
16 protectable—constitute good cause.

17 Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the  
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
20 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
21 item or type of information, document, or thing sought to be filed or introduced under  
22 seal in connection with a dispositive motion or trial, the party seeking protection  
23 must articulate compelling reasons, supported by specific facts and legal  
24 justification, for the requested sealing order. Again, competent evidence supporting  
25 the application to file documents under seal must be provided by declaration.

26 Any document that is not confidential, privileged, or otherwise protectable in its  
27 entirety will not be filed under seal if the confidential portions can be redacted. If  
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documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

## 2. DEFINITIONS

2.1 Action: This pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “CONFIDENTIAL—Attorneys’ Eyes Only” means a party believes in good faith that, despite the provisions of this Protective Order, there is a substantial risk of identifiable harm to the Producing Party if particular documents it designates as “Confidential” are disclosed to all other parties or non-parties to this action. When this occurs, the Producing Party may designate those particular documents as “Confidential—Attorneys’ Eyes Only.”

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1           2.8    Expert: a person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3   an expert witness or as a consultant in this Action.

4           2.9    House Counsel: attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7           2.10   Non-Party: any natural person, partnership, corporation, association, or  
8   other legal entity not named as a Party to this action.

9           2.11   Outside Counsel of Record: attorneys who are not employees of a party  
10   to this Action but are retained to represent or advise a party to this Action and have  
11   appeared in this Action on behalf of that party or are affiliated with a law firm which  
12   has appeared on behalf of that party, and includes support staff.

13          2.12   Party: any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts, and Outside Counsel of Record (and their  
15   support staff).

16          2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
17   Discovery Material in this Action.

18          2.14   Professional Vendors: persons or entities that provide litigation support  
19   services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21   and their employees and subcontractors.

22          2.15   Protected Material: any Disclosure or Discovery Material that is  
23   designated as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.”

24          2.16   Receiving Party: a Party that receives Disclosure or Discovery Material  
25   from a Producing Party.

26   3.    SCOPE

27           The protections conferred by this Stipulation and Order cover not only  
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Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 4. DURATION

FINAL DISPOSITION of the action is defined as the conclusion of any appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal has run. Except as set forth below, the terms of this protective order apply through FINAL DISPOSITION of the action. The parties may stipulate that they will be contractually bound by the terms of this agreement beyond FINAL DISPOSITION, but will have to file a separate action for enforcement of the agreement once all proceedings in this case are complete.

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, for such materials, the terms of this protective order do not extend beyond the commencement of the trial.

#### 5. DESIGNATING PROTECTED MATERIAL

##### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate for  
3 protection only those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material, documents, items,  
5 or communications for which protection is not warranted are not swept unjustifiably  
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating  
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" or "CONFIDENTIAL—Attorneys' Eyes Only (hereinafter  
25 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate



1 markings in the margins).

2 A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and  
5 before the designation, all of the material made available for inspection shall be  
6 deemed “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” After  
7 the inspecting Party has identified the documents it wants copied and produced, the  
8 Producing Party must determine which documents, or portions thereof, qualify for  
9 protection under this Order. Then, before producing the specified documents, the  
10 Producing Party must affix the “CONFIDENTIAL legend” to each page that  
11 contains Protected Material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify  
15 the Disclosure or Discovery Material on the record, before the close of the deposition  
16 all protected testimony.

17 (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” If only a  
21 portion or portions of the information warrants protection, the Producing Party, to the  
22 extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this



1 Order.

2 5.4 Designation of “Confidential—Attorneys’ Eyes Only” : If a Producing  
3 Party believes in good faith that, despite the provisions of this Protective Order, there  
4 is a substantial risk of identifiable harm to the Producing Party if particular documents  
5 it designates as “Confidential” are disclosed to all other parties or non-parties to this  
6 action, the Producing Party may designate those particular documents as  
7 “Confidential—Attorneys’ Eyes Only.”

## 8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court’s  
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 et seq.

14 6.3 The burden of persuasion in any such challenge proceeding shall be on  
15 the Designating Party. Frivolous challenges, and those made for an improper purpose  
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
18 or withdrawn the confidentiality designation, all parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the Producing  
20 Party’s designation until the Court rules on the challenge.

## 21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 below (FINAL  
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DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
 2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 3 deposition testimony or exhibits to depositions that reveal Protected Material may  
 4 be separately bound by the court reporter and may not be disclosed to anyone except  
 5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 9 IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
 11 that compels disclosure of any information or items designated in this Action as  
 12 “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only” that Party  
 13 must:

14 (a) promptly notify in writing the Designating Party. Such notification shall  
 15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order  
 17 to issue in the other litigation that some or all of the material covered by the subpoena  
 18 or order is subject to this Protective Order. Such notification shall include a copy of  
 19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued  
 21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served  
 23 with the subpoena or court order shall not produce any information designated in this  
 24 action as “CONFIDENTIAL” or “CONFIDENTIAL—Attorneys’ Eyes Only.”  
 25 before a determination by the court from which the subpoena or order issued, unless  
 26 the Party has obtained the Designating Party’s permission. The Designating Party  
 27 shall bear the burden and expense of seeking protection in that court of its  
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1 confidential material and nothing in these provisions should be construed as  
2 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
3 directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party in this Action and designated as "CONFIDENTIAL" or  
8 "CONFIDENTIAL—Attorneys' Eyes Only." Such information produced by Non-  
9 Parties in connection with this litigation is protected by the remedies and relief  
10 provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party  
17 that some or all of the information requested is subject to a confidentiality agreement  
18 with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
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1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
4 of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
11 persons to whom unauthorized disclosures were made of all the terms of this Order,  
12 and (d) request such person or persons to execute the “Acknowledgment and  
13 Agreement to Be Bound” that is attached hereto as Exhibit A.

14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other protection,  
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
20 may be established in an e-discovery order that provides for production without prior  
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
22 parties reach an agreement on the effect of disclosure of a communication or  
23 information covered by the attorney-client privilege or work product protection, the  
24 parties may incorporate their agreement in the stipulated protective order submitted  
25 to the court.  
26  
27  
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1     12.     MISCELLANEOUS

2             12.1    Right to Further Relief. Nothing in this Order abridges the right of any  
3     person to seek its modification by the Court in the future.

4             12.2    Right to Assert Other Objections. By stipulating to the entry of this  
5     Protective Order no Party waives any right it otherwise would have to object to  
6     disclosing or producing any information or item on any ground not addressed in this  
7     Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8     ground to use in evidence of any of the material covered by this Protective Order.

9             12.3    Filing Protected Material. A Party that seeks to file under seal any  
10    Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
11    only be filed under seal pursuant to a court order authorizing the sealing of the  
12    specific Protected Material at issue. If a Party's request to file Protected Material  
13    under seal is denied by the court, then the Receiving Party may file the information  
14    in the public record unless otherwise instructed by the court.

15    13.     FINAL DISPOSITION

16             After the final disposition of this Action, as defined in paragraph 4, within 60  
17    days of a written request by the Designating Party, each Receiving Party must return  
18    all Protected Material to the Producing Party or destroy such material. As used in  
19    this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
20    summaries, and any other format reproducing or capturing any of the Protected  
21    Material. Whether the Protected Material is returned or destroyed, the Receiving  
22    Party must submit a written certification to the Producing Party (and, if not the same  
23    person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
24    (by category, where appropriate) all the Protected Material that was returned or  
25    destroyed and (2) affirms that the Receiving Party has not retained any copies,  
26    abstracts, compilations, summaries or any other format reproducing or capturing any  
27    of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
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1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12  
13 DATED: April 27, 2023

14  
15 /s/ Joe Angelo  
16 Attorneys for Plaintiff

17  
18 DATED: April 27, 2023

19  
20 /s/ Elanor A. Mulhern  
21 Attorneys for Defendant Capital One, N.A.

22  
23 DATED: April 27, 2023

24 s/ Mark Kenneth Worthge  
25 Attorneys for Defendant Glendale Credit Union  
26  
27  
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1 DATED: April 27, 2023

2  
3 s/ Hillary J. Green

4 Attorneys for Defendant Experian Information Solutions, Inc.

5  
6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

7  
8 DATED: April 28, 2023

9 Patricia Donahue

10 Patricia Donahue

11 United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *Milligan v. Experian Information Solutions, Inc.* (Case  
 No. 2:22-cv-06458-DMG-PD). I agree to comply with and to be bound by all the  
 terms of this Stipulated Protective Order and I understand and acknowledge that  
 failure to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any information  
 or item that is subject to this Stipulated Protective Order to any person or entity  
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and telephone number] as  
 my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_